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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

10 CHANEL, INC., a New York  
11 corporation,

12 Plaintiff,

13 v.

14 THE GOOD FASTENER LLC, a  
California Limited Liability Company;  
15 CHERI LIU, a California individual;  
16 and JUSTIN OH, a California  
individual,

17 Defendants.

Case No. 2:23-cv-6264-MRA-AGR

**STIPULATED PROTECTIVE  
ORDER**

18 1. A. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential,  
20 proprietary, or private information for which special protection from public  
21 disclosure and from use for any purpose other than prosecuting this litigation may  
22 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
23 enter the following Stipulated Protective Order. The parties acknowledge that this  
24 Order does not confer blanket protections on all disclosures or responses to  
25 discovery and that the protection it affords from public disclosure and use extends  
26 only to the limited information or items that are entitled to confidential treatment  
27 under the applicable legal principles. The parties further acknowledge, as set forth  
28 in Section 12.3, below, that this Stipulated Protective Order does not entitle them

1 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

4 **B. GOOD CAUSE STATEMENT**

5 This action is likely to involve discovery into the sourcing of purportedly  
6 counterfeit items, advertising methods, customer lists, revenues, marketing budgets,  
7 and other valuable commercial, financial, technical, and manufacturing information  
8 for which special protection from public disclosure and from use for any purpose  
9 other than prosecution of this action is warranted. Such confidential materials and  
10 information consist of, among other things, sourcing of materials bearing the  
11 CHANEL Marks or sourcing materials for the alleged products/artwork at issue in  
12 the case; advertising, promotion, and sale of products bearing the CHANEL Marks;  
13 revenues earned from the sale of products bearing the CHANEL Marks; confidential  
14 business or financial information; information regarding confidential business  
15 practices, commercial information (including information implicating privacy rights  
16 of third parties); information otherwise generally unavailable to the public; or which  
17 may be privileged or otherwise protected from disclosure under state or federal  
18 statutes, court rules, case decisions, or common law. Accordingly, to expedite the  
19 flow of information, to facilitate the prompt resolution of disputes over  
20 confidentiality of discovery materials, to adequately protect information the parties  
21 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
22 necessary uses of such material in preparation for and in the conduct of trial, to  
23 address their handling at the end of the litigation, and serve the ends of justice, a  
24 protective order for such information is justified in this matter. It is the intent of the  
25 parties that information will not be designated as confidential for tactical reasons  
26 and that nothing be so designated without a good faith belief that it has been  
27 maintained in a confidential, non-public manner, and there is good cause why it  
28 should not be part of the public record of this case.

1     2.     DEFINITIONS

2             2.1     Action: This case, *Chanel v. The Good Fastener, LLC*, Case No. 2:23-  
3     cv-6264-KK-AGR.

4             2.2     Challenging Party: a Party or Non-Party that challenges the designation  
5     of information or items under this Order.

6             2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
7     how it is generated, stored or maintained) or tangible things that qualify for  
8     protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9     the Good Cause Statement.

10            2.4     “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”  
11     Information or Items: extremely sensitive “Confidential Information or Items,”  
12     disclosure of which to another Party or Non-Party would create a substantial risk of  
13     serious harm or injury or significant competitive or commercial disadvantage that  
14     could not be avoided by less restrictive means.

15            2.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
16     their support staff).

17            2.6     Designating Party: a Party or Non-Party that designates information or  
18     items that it produces in disclosures or in responses to discovery as  
19     “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES  
20     ONLY.”

21            2.7     Disclosure or Discovery Material: all items or information, regardless  
22     of the medium or manner in which it is generated, stored, or maintained (including,  
23     among other things, testimony, transcripts, and tangible things), that are produced or  
24     generated in disclosures or responses to discovery in this matter.

25            2.8     Expert: a person with specialized knowledge or experience in a matter  
26     pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27     an expert witness or as a consultant in this Action.

28

1           2.9 House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: attorneys who are not employees of a  
7 party to this Action but are retained to represent or advise a party to this Action and  
8 have appeared in this Action on behalf of that party or are affiliated with a law firm  
9 which has appeared on behalf of that party, and includes support staff.

10          2.12 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14 Professional Vendors: persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15 Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL —  
21 ATTORNEYS’ EYES ONLY.”

22          2.16 Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

24 3. SCOPE

25          The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
10 or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. The Designating Party must designate for  
19 protection only those parts of material, documents, items, or oral or written  
20 communications that qualify so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating  
27 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL— ATTORNEYS' EYES  
14 ONLY" to each page that contains protected material. If only a portion or portions  
15 of the material on a page qualifies for protection, the Producing Party also must  
16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
17 margins).

18 A Party or Non-Party that makes original documents available for inspection  
19 need not designate them for protection until after the inspecting Party has indicated  
20 which documents it would like copied and produced. During the inspection and  
21 before the designation, all of the material made available for inspection shall be  
22 deemed "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY." After  
23 the inspecting Party has identified the documents it wants copied and produced,  
24 the Producing Party must determine which documents, or portions thereof, qualify  
25 for protection under this Order. Then, before producing the specified documents,  
26 the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY  
27 CONFIDENTIAL— ATTORNEYS' EYES ONLY" legend to each page that  
28 contains Protected Material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected  
2 portion(s) (e.g., by making appropriate markings in the margins).

3 Parties shall give the other parties notice if they reasonably expect a  
4 deposition, hearing or other proceeding to include Protected Material so that the  
5 other parties can ensure that only authorized individuals authorized to see Protected  
6 Material pursuant to this Order are present at those proceedings. The Designating  
7 Party shall have the right to have all persons except the deponent and his or her  
8 counsel, the court reporter, and such other persons as are permitted under  
9 Paragraphs 7.2 and 7.3 below, excluded from a deposition, or any portion thereof, as  
10 appropriate, before the taking therein of the testimony that the Designating Party  
11 designates as Protected Material under this Agreement. The use of a document as  
12 an exhibit at a deposition shall not in any way affect the document's designation as  
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
14 ONLY."

15 Transcripts containing Protected Material shall have an obvious legend on the  
16 title page that the transcript contains Protected Material. The entirety of any  
17 deposition transcript (preliminary or final) shall be treated from the time such  
18 transcript is received until the time for designation set forth herein passes as if it had  
19 been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in  
20 its entirety unless otherwise agreed. After the expiration of that period, the  
21 transcript shall be treated only as actually designated. The foregoing does not, and  
22 is not intended to, prohibit an officer, director, or employee (including House  
23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
24 Action from attending a deposition.

25 (b) for testimony given in depositions that the Designating Party  
26 identify the Disclosure or Discovery Material: (i) on the record, before the close of  
27 the deposition all protected testimony; or (ii) within 21 days following receipt of the  
28 final deposition transcript, by written notice to counsel of record for any signatory.



1 Only those portions of the testimony that are appropriately designated for protection  
 2 within the 21 days following transcript receipt shall be covered by the provisions of  
 3 this Order.

4 (c) for information produced in some form other than documentary  
 5 and for any other tangible items, that the Producing Party affix in a prominent place  
 6 on the exterior of the container or containers in which the information is stored the  
 7 legend “HIGHLY CONFIDENTIAL ” or “CONFIDENTIAL— ATTORNEYS’  
 8 EYES ONLY.” If only a portion or portions of the information warrants protection,  
 9 the Producing Party, to the extent practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 11 failure to designate qualified information or items does not, standing alone, waive  
 12 the Designating Party’s right to secure protection under this Order for such material.  
 13 Upon timely correction of a designation, the Receiving Party must make reasonable  
 14 efforts to assure that the material is treated in accordance with the provisions of this  
 15 Order.

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 18 designation of confidentiality at any time that is consistent with the Court’s  
 19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
 21 resolution process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on  
 23 the Designating Party. Frivolous challenges, and those made for an improper  
 24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
 25 parties) may expose the Challenging Party to sanctions. Unless the Designating  
 26 Party has waived or withdrawn the confidentiality designation, all parties shall  
 27 continue to afford the material in question the level of protection to which it is  
 28



entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (**Exhibit A**);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) such persons are advised of and agree to their obligations under this Order; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), unless otherwise agreed by the Designating Party or ordered by the court; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) House Counsel to whom disclosure is reasonably necessary for this Action. House Counsel shall not any share information from documents designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” with any other officers, directors, and employees of the Receiving Party and shall also sign the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

1 (c) Experts (as defined in this Order) of the Receiving Party to  
2 whom disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), and as to whom the  
4 procedures set forth in paragraph 7.4(a), below, have been followed;

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and  
8 Professional Vendors to whom disclosure is reasonably necessary for this Action  
9 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
10 A);

11 (g) the author or recipient of a document containing the information  
12 or a custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses,  
14 in the Action to whom disclosure is reasonably necessary provided: (1) such  
15 persons are advised of and agree to their obligations under this Order; and (2) they  
16 will not be permitted to keep any confidential information unless they sign the  
17 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), unless otherwise  
18 agreed by the Designating Party or ordered by the court; and

19 (i) any mediator or settlement officer, and their supporting  
20 personnel, mutually agreed upon by any of the parties engaged in settlement  
21 discussions.

22 7.4 Procedures for Approving or Objecting to Disclosure of Protected  
23 Material or Items to Designated Experts.

24 (a) Unless otherwise ordered by the Court or agreed to in writing by  
25 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
26 Order) any information or item that has been designated Protected Material pursuant  
27 to this Order first must provide written notice of intention of disclosure to the  
28 Designating Party that (1) identifies the general categories, i.e. “technical

information” or “financial information,” of the Protected Material that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary business address or, if none, residence address, (3) attaches a copy of the Expert’s current resume, and (4) identifies the Expert’s current employer(s).

(b) A Party that makes a request and provides the information specified in the preceding paragraph may disclose the subject Protected Material to the identified Expert unless, within seven days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based. The Parties shall not unreasonably object to the disclosure of information and documents to an Expert. If there is a written objection within the seven-day period and the objection is not resolved between counsel, the party seeking disclosure shall not disclose the information or documents, but shall have the right to bring the dispute before the Court for resolution.

(c) All challenges to objections from the Designating Party shall proceed under Local Rule 37.1 et seq.

(d) In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party’s need to disclose the Protected Material to its Expert.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL— ATTORNEYS’ EYES ONLY,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such  
2 notification shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or  
4 order to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall include  
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL— ATTORNEYS’  
12 EYES ONLY” before a determination by the court from which the subpoena or  
13 order issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be construed  
16 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.

18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced  
21 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL— ATTORNEYS’ EYES ONLY.” Such information produced  
23 by Non-Parties in connection with this litigation is protected by the remedies and  
24 relief provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request,  
27 to produce a Non-Party’s confidential information in its possession, and the Party is  
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the  
4 Non-Party that some or all of the information requested is subject to a  
5 confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the  
7 Stipulated Protective Order in this Action, the relevant discovery request(s),  
8 and a reasonably specific description of the information requested; and

9 (3) make the information requested available for inspection by  
10 the Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court  
12 within 14 days of receiving the notice and accompanying information, the Receiving  
13 Party may produce the Non-Party's confidential information responsive to the  
14 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
15 Party shall not produce any information in its possession or control that is subject to  
16 the confidentiality agreement with the Non-Party before a determination by the  
17 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
18 expense of seeking protection in this court of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
7 procedure may be established in an e-discovery order that provides for production  
8 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
9 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
10 communication or information covered by the attorney-client privilege or work  
11 product protection, the parties may incorporate their agreement in the stipulated  
12 protective order submitted to the court.

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
23 may only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information  
26 in the public record unless otherwise instructed by the court.



13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) certifies that all Protected Material was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of its entire file even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Dated: March 11, 2024

By: /s/Paul A. Bost

Jill M. Pietrini  
Theodore C. Max  
Paul A. Bost

*Attorneys for Plaintiff* CHANEL, INC.

TROJAN LAW OFFICES

Dated: March 11, 2024

By: /s/R. Joseph Trojan

R. Joseph Trojan

Dylan C. Dang

Francis Wong

*Attorneys for Defendants* THE GOOD  
FASTENER LLC, CHERI LIU, and JUSTIN  
OH

SMRH:4879-5427-0374.5

**FILER ATTESTATION**

The undersigned attests that he obtained permission from all signatories to apply their e-signature, and that they have concurred in the filing's content and authorized the filing.

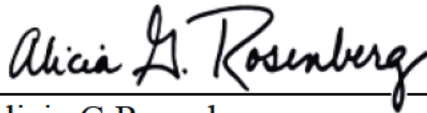
Dated: March 11, 2024

By: /s/Paul A. Bost

Paul A. Bost

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 5, 2024



Alicia G Rosenberg

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on [date] in the case of *Chanel v. The Good Fastener, LLC*, Case No.  
2:23-cv-6264-KK-AGR. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_  
[print or type full address and telephone number] as my California agent for service  
of process in connection with this action or any proceedings related to enforcement  
of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_